

EXHIBIT A



**NAILAH K. BYRD
CUYAHOGA COUNTY CLERK OF COURTS
1200 Ontario Street
Cleveland, Ohio 44113**

Court of Common Pleas

**New Case Electronically Filed: COMPLAINT
December 13, 2024 19:51**

By: CLINTON E. PRESLAN 0080748

Confirmation Nbr. 3353619

MRI SOFTWARE LLC

CV 24 108791

vs.

OLIVER MCMILLAN

Judge: JOHN P. O'DONNELL

Pages Filed: 14

**IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

MRI Software LLC,)	Case No.
28925 Fountain Parkway)	
Solon, OH 44139)	
)	
Plaintiff,)	JUDGE:
)	
-vs-)	<u>COMPLAINT</u>
)	
Oliver McMillan)	
600 West Broadway Ste. 800)	
San Diego, CA 92101)	
)	
<i>Serve Also</i>)	
)	
Oliver McMillan)	
c/o: 1505 Corporation)	
Paracorp Incorporated)	
2804 Gateway Oaks Dr. Ste 100)	
Sacramento, CA 95833)	
)	
Defendant,)	

Now Comes Plaintiff, MRI Software LLC, by and through counsel, and for its Complaint against Defendant, Oliver McMillan hereby states as follows:

PARTIES, JURISDICTION and VENUE

1. Plaintiff, MRI Software LLC (hereinafter “MRI”), is a Delaware limited liability company with its principal place of business in Solon, Ohio. MRI is an established provider of, *inter alia*, software solutions suited for real estate investment and management purposes.
2. Upon information and belief, Defendant, Oliver McMillan (hereinafter “McMillan”) is a California entity with its principal place of business in San Diego, California. Upon information and belief, McMillan is in the business of providing property management services.

3. This Court has personal jurisdiction over McMillan by virtue of McMillan's voluntary consent thereto under the contract for software services between McMillan and MRI. *See, Exhibit "1,"* the Agreement (as defined *infra*), *Master Agreement*, section 10.15.
4. This Court, moreover, also has personal jurisdiction over McMillan as a result of McMillan's contacts within the State of Ohio.
5. Venue is proper in this Court under, *inter alia*, Ohio Civil Rules 3(B)(6), 3(B)(7), and 4.3(A)(1), and pursuant to contractual agreement, *see Exhibit "1," Master Agreement*, section 10.15.

FACTS

6. On July 13, 2010, MRI and McMillan entered into a valid contract for software solutions and related services, which was to commence on the Effective Date of August 1, 2010. The contract consisted of several operative documents, including *inter alia*: (1) the Master Agreement; (2) a Perpetual Software License and Maintenance Schedule; (3) an Order Document Software License Confirmation and Maintenance Renewal; (4) an Amendment No. 1 with an effective date of April 1, 2011; (5) an Amendment No. 2 with an effective date of Augst 1, 2016; (6) an Amendment No. 3 with an effective date of March 1, 2017; and (7) an Amendment No. 4 with an effective date of December 1, 2020; (collectively known herein as the "Agreement.")
7. The Agreement, with all enumerated foregoing identified documents is annexed hereby and completely incorporated herein by reference.

¹ Exhibit "1," the Agreement contains confidential commercial information. A true and accurate copy of the Agreement will therefore be filed under seal and in conformity with the pertinent Local Rules of Court and the applicable Rules of Civil Procedure.

8. Subject to the Agreement's terms and conditions and solely for McMillan's internal business purposes, MRI granted McMillan the right to use the MRI Software (hereinafter the "Software"). *See, Agreement, Perpetual Software License and Maintenance Schedule.*
9. In exchange for the right to use MRI's Software and MRI's services, McMillan, agreed, *inter alia*, to:
 - a. Pay MRI all amounts calculated according to the applicable Order Documents (*see Agreement, Master Agreement, Sec. 3.1, at ¶ 1-2*);
 - b. Pay MRI all invoiced amounts on or before the invoice due dates (*see Agreement, Master Agreement, Sec. 3.1 at ¶ 2*); and
 - c. Pay MRI all interest accrued on all past due amounts at the rate of 1.5% per month, until paid in full (*see Agreement, Master Agreement, Sec. 3.1, at ¶ 2*.)

10. The Agreement provides, in pertinent part, that:

If Client [*i.e.*, McMillan] fails to make payments of any fees due under the Agreement, Client shall be in material breach of this Agreement.
...[I]f Client fails to timely pay applicable fees under an Order Document, MRI shall be entitled to collect all past and current amounts due and owing, and to accelerate all future amounts to be due, such that all remaining periodic payments for the then current term of the applicable order Document are immediately due and owing. Client shall be responsible to pay any collection expenses (including attorneys' fees) incurred by MRI. [Agreement, *Master Agreement, Sec. 3.1, at ¶3.*]

11. The Initial Term of the Agreement was Seven (7) years. *See, Agreement, Order Document SAAS Services, effective July 1, 2012.* This was later amended to a subsequent five (5) year term effective March 1, 2017. *See, Agreement, Order Document Software License Confirmation and Maintenance Renewal.*

12. Subject to the Agreement's terms and conditions, the Agreement was not cancelable after the Order Document was signed by MRI and McMillan.

13. The Agreement is a fully integrated document that comprehensively memorializes the parties' collective understanding and intent with respect to its subject matter. *See Agreement, Master Agreement, Sec. 10.13.*
14. Before signing the Agreement, McMillan had the opportunity to review it.
15. Before signing the Agreement, McMillan had the opportunity to negotiate the terms of the Agreement.
16. On or about July 9, 2010, McMillan voluntarily signed the Agreement.
17. Having signed the Agreement, McMillan is charged with knowledge of its terms.
18. McMillan received invoices from MRI in conformity with the Agreement.
19. McMillan failed and refused to pay the invoices issued by MRI.
20. MRI notified McMillan of McMillan's failure to pay MRI according to the issued invoices.
21. McMillan failed to pay MRI according to the issued invoices after MRI notified McMillan of its unpaid outstanding balance.

COUNT ONE: Breach of Contract

22. MRI restates and reincorporates all paragraphs of this Complaint by reference as if fully rewritten and reincorporated herein.
23. The Agreement is an enforceable contract supported by valuable consideration exchanged by and between MRI and McMillan.
24. McMillan materially breached the Agreement by failing to discharge its payment obligations to MRI. *See, Invoices attached hereto and incorporated herein collectively as Exhibit "2."*
25. Despite demand for payment, McMillan has made no attempt to cure its breach of the Agreement and continues to carry an unpaid balance due.

26. The remaining fees due to MRI from McMillan for the remainder of the Term of the Agreement, inclusive of the accelerated amount (*See, Agreement, Master Agreement, Sec. 3.1, at ¶3*) total \$402,384.04.
27. To its detriment, MRI relied upon the anticipated revenue stream represented by the Agreement by incorporating said revenue into its future budgets and business plans.
28. Under the Agreement, MRI is entitled to “accelerate all future amounts to be due, such that all remaining periodic payments for the then current term of the applicable order Document are immediately due and owing.” And furthermore, McMillan is “responsible to pay any collection expenses (including attorneys’ fees) incurred by MRI.” *Agreement, Master Agreement, sec. 3.1, at ¶3.*
29. As a direct and proximate result of WF’s breach of contract, MRI has been damaged in an amount to be determined at or prior to trial, in no event less than \$402,384.04 in principle, exclusive of applicable interest, costs, and attorneys’ fees, all of which continue to accrue until paid.

COUNT TWO: Unjust Enrichment / Quantum Meruit

30. MRI restates and reincorporates all paragraphs of this Complaint by reference as if fully rewritten and reincorporated herein.
31. To its detriment, MRI conferred a substantial benefit unto McMillan by providing it with, *inter alia*, access to the Software, Maintenance and Support services, and Professional Services.
32. To its detriment, MRI relied upon the anticipated receipt of payments from McMillan by incorporating the said anticipated payments into its future budgets and business plans.

33. McMillan's acceptance of the benefits of MRI's services without compensating MRI for their value would, under the circumstances, be inequitable.
34. As a direct and proximate result of McMillan's unjust enrichment, MRI has been damaged in an amount to be determined at or prior to trial, in no event less than the value of the services that is provided to McMillan.
35. Absent an award of such relief, McMillan will continue to be unjustly enriched to MRI's detriment.

Wherefore, MRI Software LLC respectfully requests this Honorable Court award judgment on its Complaint against Oliver McMillan as follows:

- A. On Count I, Judgment against Oliver McMillan, in the amount of \$402,384.04 for breach of contract; and
- B. On Count II alternatively to Count I, Judgment against Oliver McMillan, for unjust enrichment in the amount of \$402,384.04, and
- C. Pre Judgment Interest at the contract rate of 1.5% per month, 18% annually from December 28, 2023 on the principal amount of the judgment rendered in favor of MRI Software LLC; and, Post Judgment interest on the principal amount of the judgment at the contract rate of interest, 1.5% per month, 18% annually, and
- D. An award of reasonable attorney fees incurred in this matter; and
- E. Costs of this proceeding, and
- F. For such other relief that this Court deems appropriate.

Respectfully submitted,

/s/ Clinton E. Preslan
Clinton E. Preslan (#0080748)
Preslan Law, L.L.C.
P.O. Box 16323
Rocky River, Ohio 44116
Telephone: 216-476-1155
Facsimile: 216-912-0850
E-mail: cpreslan@preslanlaw.com

EXHIBIT 1

(Filed Separately Under Seal)

EXHIBIT 2



MRI Software LLC
 28925 Fountain Pkwy
 Solon, OH 44139
 FEIN [REDACTED]
 Tel 1 (800) 321-8770 | mrisoftware.com/us/



INVOICE

Invoice To:
Oliver McMillan
Oliver McMillan
 733 8th Avenue
 Suite 300
 San Diego, CA 92101
 United States

Invoice Number: USRM-583515
Client ID: R237999
Invoice Date: 10/31/2021
Due Date: 02/28/2022
Opportunity ID:
P.O. Number:

If you have questions about this invoice, please contact us by
 emailing MRRIAR@mrisoftware.com. Please reference your
 Invoice Number USRM-583515 & Client ID R237999.

Period	Description	Memo	Qty	Price	Amount (USD)
2/28/2022 - 2/27/2023		Annual RAM Renewal	1	1,095.60	\$1,095.60
				SUBTOTAL	\$1,095.60
				SALES TAX	\$0.00
				TOTAL	\$1,095.60

Past Due Balances (USD) as of Invoice Date Above					
1-30	31-60	61-90	91-120	121+	Total Past Due
0.00	0.00	0.00	0.00	1,095.60	1,095.60

Please remit payment to **MRI SOFTWARE LLC**

Details for Check Payment

Payable to: MRI Software, LLC
 Remit to: MRI Software, LLC
 29596 Network Place
 Chicago, IL 60673-1295
 Fed ID: [REDACTED]

For Electronic Payments

Account Name: MRI Software LLC
 Bank Name:
 Account #:
 Routing # for Wire:
 Routing # for ACH:
 Bank Address:



MRI Software LLC
MRI Software LLC
28925 Fountain Pkwy
Solon, OH 44139
Tel 1 (800) 321-8770 | mrisoftware.com/us/

Client ID: R237999
Client Name: Oliver McMillan
Bill To Address: Oliver McMillan
733 8th Avenue
San Diego CA 92101
United States

INVOICE SUMMARY

Invoice Number: MRIUS1392149
Invoice Date: April 30, 2023
Due Date: August 01, 2023
Invoice Balance: \$64,052.67

[Click here to view MRI's W-9](#)

[Click Here to Pay Now](#)

Period	Memo	Price	Amount (USD)
August 01, 2023 - July 31, 2024	Annual Property Management X Subscription Fee	13,336.56	13,336.56
August 01, 2023 - July 31, 2024	Annual Property Management X Maintenance Fee	48,801.99	48,801.99
August 01, 2023 - July 31, 2024	Annual Connect Suite SAAS Fee	1,914.12	1,914.12
		SUBTOTAL	\$64,052.67
		SALES TAX	\$0.00
		TOTAL	\$64,052.67

Please remit below portion with your check payment

USD

Payment For: R237999 - Oliver McMillan

Remit To: MRI Software LLC
29596 Network Place
Chicago, IL 60673-1295
United States

For Check Payments

Invoice Number: MRIUS1392149
Client ID: R237999
Invoice Date: April 30, 2023
Amount Due: \$64,052.67
Due date: August 01, 2023

For Electronic Payments

Account Name: MRI Software LLC
Bank Name:
Account #:
Routing # for Wire:
Routing # for ACH:
Bank Address:

For questions about this invoice or to provide remittance information, please email us at MRIRAR@mrisoftware.com



MRI Software LLC
MRI Software LLC
28925 Fountain Pkwy
Solon, OH 44139
Tel 1 (800) 321-8770 | mrisoftware.com/us/

Client ID: R237999
Client Name: Oliver McMillan
Bill To Address: Oliver McMillan
733 8th Avenue
San Diego CA 92101
United States

INVOICE SUMMARY

Invoice Number: MRIUS1273766
Invoice Date: November 30, 2022
Due Date: March 01, 2023
Invoice Balance: \$1,270.92

[Click here to view MRI's W-9](#)

[Click Here to Pay Now](#)

Period	Memo	Price	Amount (USD)
March 01, 2023 - February 29, 2024	Annual Real Asset Management Maintenance Fee	1,270.92	1,270.92
		SUBTOTAL	\$1,270.92
		SALES TAX	\$0.00
		TOTAL	\$1,270.92

Please remit below portion with your check payment

USD

Payment For: R237999 - Oliver McMillan
Remit To: MRI Software LLC
29596 Network Place
Chicago, IL 60673-1295
United States

For Check Payments

Invoice Number: MRIUS1273766
Client ID: R237999
Invoice Date: November 30, 2022
Amount Due: \$1,270.92
Due date: March 01, 2023

For Electronic Payments

Account Name: MRI Software LLC
Bank Name:
Account #:
Routing # for Wire:
Routing # for ACH:
Bank Address:

For questions about this invoice or to provide remittance information, please email us at MRRIAR@mrisoftware.com



MRI Software LLC
MRI Software LLC
28925 Fountain Pkwy
Solon, OH 44139
Tel 1 (800) 321-8770 | mrisoftwre.com/us/

Client ID: R237999
Client Name: Oliver McMillan
Bill To Address: Oliver McMillan
733 8th Avenue
San Diego CA 92101
United States

INVOICE SUMMARY

Invoice Number: MRIUS1135380
Invoice Date: April 29, 2022
Due Date: July 28, 2022
Invoice Balance: \$1,650.08
Total Account Balance: \$56,313.44

[Click here to view MRI's W-9](#)

[Click Here to Pay Now](#)

Period	Memo	Price	Amount (USD)
August 01, 2022 - July 30, 2023	Annual Connect Suite Fees	1,650.08	1,650.08
		SUBTOTAL	\$1,650.08
		SALES TAX	\$0.00
		TOTAL	\$1,650.08

Please remit below portion with your check payment

USD

Payment For: R237999 - Oliver McMillan
Remit To: MRI Software LLC
29596 Network Place
Chicago, IL 60673-1295
United States

For Check Payments

Invoice Number: MRIUS1135380
Client ID: R237999
Invoice Date: April 29, 2022
Amount Due: \$1,650.08
Due date: July 28, 2022

For Electronic Payments

Account Name: MRI Software LLC
Bank Name:
Account #:
Routing # for Wire:
Routing # for ACH:
Bank Address:

For questions about this invoice or to provide remittance information, please email us at MRIRAR@mrisoftwre.com



MRI Software LLC
MRI Software LLC
28925 Fountain Pkwy
Solon, OH 44139
Tel 1 (800) 321-8770 | mrisoftware.com/us/

Client ID: R237999
Client Name: Oliver McMillan
Bill To Address: Oliver McMillan
733 8th Avenue
San Diego CA 92101
United States

INVOICE SUMMARY

Invoice Number: MRIUS1133486
Invoice Date: April 29, 2022
Due Date: July 28, 2022
Invoice Balance: \$53,567.76
Total Account Balance: \$56,313.44

[Click here to view MRI's W-9](#)

[Click Here to Pay Now](#)

Period	Memo	Price	Amount (USD)
August 01, 2022 - July 30, 2023	Annual PMX Maintenance and Support Fees	42,070.68	42,070.68
August 01, 2022 - July 30, 2023	Annual PMX Subscription Fees	11,497.08	11,497.08
			SUBTOTAL
			\$53,567.76
			SALES TAX
			\$0.00
			TOTAL
			\$53,567.76

Please remit below portion with your check payment

USD

Payment For: R237999 - Oliver McMillan

Remit To: MRI Software LLC
29596 Network Place
Chicago, IL 60673-1295
United States

For Check Payments

Invoice Number: MRIUS1133486
Client ID: R237999
Invoice Date: April 29, 2022
Amount Due: \$53,567.76
Due date: July 28, 2022

For Electronic Payments

Account Name: MRI Software LLC
Bank Name:
Account #:
Routing # for Wire:
Routing # for ACH:
Bank Address:

For questions about this invoice or to provide remittance information, please email us at MRIRAR@mrisoftware.com



MRI SOFTWARE LLC
 28925 Fountain Parkway
 Solon, OH 44139
 1.800.321.8770
 FED ID: [REDACTED]
 www.mrisoftware.com

INVOICE

DATE:
 INVOICE #: US-INV237999
 Client ID: R237999
 PAYMENT TERMS: DUE UPON RECEIPT
 DUE DATE:
 PO#:

INVOICE TO:
 Oliver McMillan
 Attn: Claudio Perfili
 733 8th Avenue
 San Diego CA 92101
 United States

DESCRIPTION	AMOUNT (USD)
Balance of current outstanding PMX/Connect Suite invoices	\$ 119,270.51
Accelerated amount through 7/31/2027	\$ 270,608.48
Balance of current outstanding RAM invoices	\$ 2,366.50
Accelerated amount through 2/28/2029	\$ 10,138.55
TOTAL	\$ 402,384.04

Make all checks payable to **MRI SOFTWARE LLC**

**THE COURT OF COMMON PLEAS, CIVIL DIVISION
CUYAHOGA COUNTY, OHIO**

Clerk of Courts | The Justice Center | 1200 Ontario Street 1st Floor, Cleveland, Ohio 44113

MRI SOFTWARE LLC

Plaintiff

CASE NO. CV24108791

JUDGE JOHN P O'DONNELL

v.

OLIVER MCMILLAN

Defendant

SUMMONS SUMC CM

Notice ID: 55631773



From: MRI SOFTWARE LLC
28925 FOUNTAIN PARKWAY
SOLON OH 44139

P1

Atty.: CLINTON E. PRESLAN
P.O. BOX 16323
ROCKY RIVER, OH 44116-0000

To: OLIVER MCMILLAN
600 WEST BROADWAY STE. 800
SAN DIEGO CA 92101

D1

NOTICE TO THE DEFENDANT:

The Plaintiff has filed a lawsuit against you in this Court. You are named as a defendant. A copy of the **Complaint** is attached.

If you wish to respond to the Complaint, you must deliver a written **Answer** to the Plaintiff's attorney (or the Plaintiff if not represented by an attorney) at the above address *within 28 days* after receiving this Summons (not counting the day you received it). A letter or a phone call will not protect you. Civil Rule 5 explains the ways that you may deliver the **Answer** (<http://www.supremecourt.ohio.gov/LegalResources/Rules/civil/CivilProcedure.pdf>)

You must also file a copy of your **Answer** with this Court within 3 days *after* you serve it on the Plaintiff. You can file your **Answer** with the Clerk of Courts by one of the following methods: 1) In-person or by mail at the above address or 2) electronically through the online e-Filing system. For more information on using the e-Filing system, visit <http://coc.cuyahogacounty.us/en-US/efiling.aspx>.

If you fail to serve *and* file your **Answer**, you will lose valuable rights. The Court will decide the case in favor of the Plaintiff and grant the relief requested in the **Complaint** by entering a default judgment against you.

You may wish to hire an attorney to represent you. Because this is a civil lawsuit, the Court cannot appoint an attorney for you. If you need help finding a lawyer, contact a local bar association and request assistance.



Nailah K. Byrd
Clerk of Court of Common Pleas
216-443-7950

Jenesta Jauwick

Date Sent: 12/17/2024

By _____
Deputy

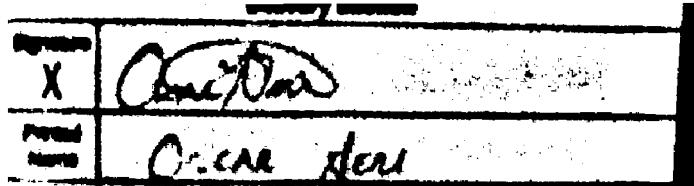


Date Produced: 12/30/2024

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Signature of Recipient :



Address of Recipient :



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Sincerely,
United States Postal Service

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